

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE:

Renewal of Lease Agreement for 111 N. Stockton Street, Unit A (Recreation Annex)

MEETING DATE:

August 18, 1999

PREPARED BY:

Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve the attached agreement.

BACKGROUND INFORMATION:

The Parks and Recreation Department has been leasing the above mentioned facility for 10 years. This building is used for specialty classes and houses the After School Playground Program. It provides the department with much needed indoor space.

The rent for this unit has been \$1,500 since September of 1994 and will continue at that rate for the first two years of the lease agreement. Thereafter, it will be adjusted yearly by the realtor agent in accordance with changes in the Consumers Price Index.

FUNDING:

Recreation Administration Operating-Budget

Ron Williamson

Parks and Recreation Director

RW

cc: City Attorney

Lodi Parks and Recreation Commission

APPROVED:

H. Dixon Flynn -- City Manager

08/11/99

COMMERCIAL LEASE AND DEPOSIT RECEIPT

| Covered by existing lease arrangement | | , hereinafter referred to as LESSEE |
|--|--|--|
| حجان الحائلة الخموسولي والوق | n accountance of this lease | DOLLARS) If belong to Lessor and shall be applied as follows |
| , , , , | RECEIVED | PAYABLE PRIOR TO OCCUPANCY |
| od from to | | > |
| | · | s na |
| | , | s |
| that this lease is not accepted by the Lessor within -0 — days, the to | | |
| by offers to lease from Lessor the premises situated in the City ofLod | | County of |
| ifornia described as 111 N. Stockton | St Unit A | |
| | | |
| | | |
| ng TERMS and CONDITIONS: | 00 | August 31, 2004 |
| : The term hereof shall commence on September 1 | 19_99 and expire on | nth on or before the first |
| The total rent shall be \$ 90.000 + para. 30 payable as fole of each month. Rental is subject to pro | wisions of parag | raph 39 herein. Adjustment |
| ent pursuant to paragraph 29 shall only | | |
| n to Lessee by Lessor of new rental amou | int. | |
| shall be paid to Owner or his authorized agent, at the following address: \underline{L} 11, CA 95242 | enford Retzer 9 | 40 Virginia Ave. |
| | | |
| ch other places as may be designated by Owner from time to time. | estion departmen | t annev |
| The premises are to be used for the operation ofparks & recr | eation departmen | annex. |
| the state of the s | | |
| no other purpose, without prior written consent of Lessor. | | |
| PRONIBITED: Lessee shall not use any portion of the premises for | | |
| ed to be made upon the premises, nor acts done, which will increase the exist g said property. Lessee shall not conduct or permit any sale by auction on th | • | roperty, or cause cancenation of insurance policie |
| INMENT AND SUBLETTING: Lessee shall not assign this lease or | · · | es without prior written consent of the Lessor, which |
| t be unreasonably withheld. Any such assignment or subletting without cons | | |
| NANCES AND STATUTES: Lessee shall comply with all statutes, of | · · | |
| which may hereafter be in force, pertaining to the premises, occasioned by o | | |
| al court abatement proceeding affecting the use of the premises shall, at the | option of the Lessor, be deem | ed a breach hereof. |
| TENANCE, REPAIRS, ALTERATIONS: Lessee acknowledges t | that the premises are in good o | rder and repair, unless otherwise indicated herein |
| shall, at his own expense and at all times, maintain the premises in good | | |
| ions and any other system or equipment upon the premises and shall surren | | |
| excepted. Lessee shall be responsible for all repairs required, excepting the | e root, exterior walls, structural | foundations, and: |
| hall be maintained by Lessor. Lessee shall also maintain in good condition | such portions adjacent to the o | ramiene euch as sidowalks driveways lawns an |
| ery, which would otherwise be required to be maintained by Lessor. | soon portions adjacent to the p | mennises, soon as sicerains, arroways, arris ar |
| improvement or alteration of the premises shall be made without the prior wi | ritten consent of the Lessor. Pr | ior to the commencement of any substantial repai |
| ement, or alteration, Lessee shall give Lessor at least two (2) days written no | | |
| see shall not commit any waste upon the premises, or any nuisance or act w | | yment of any tenant in the building. |
| Y AND INSPECTION: Lessee shall permit Lessor or Lessor's agents: | | • |
| | | |
| e of inspecting the same, and will permit Lessor at any time within sixty (60) | days prior to the expiration of t | |
| e of inspecting the same, and will permit Lessor at any time within sixty (60) For Lease" signs, and permit persons desiring to lease the same to inspect | days prior to the expiration of the premises thereafter. | his lease, to place upon the premises any usual "T |
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gree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

NCY: In the event a receiver is appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of Lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Lessee. :S OF OWNER ON DEFAULT: In the event of any breach of this lease by Lessee, Lessor may, at his option, terminate the lease and recover from he worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been woided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of assistant Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by ure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom. ay, in the atternative, continue this lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights is under the lease, including the right to recover the rent as it becomes due under the lease. If said breach of lease continues, Lessor may, at any time ect to terminate the lease. contained herein shall be deemed to limit any other rights or remedies which Lessor may have. 1. The security deposit set forth above, if any, shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated r portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall right to apply the Security Deposit in payment of the last month's rent REFUNDS: The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his authorized Agent, a statement showing any charges made against such deposits by Owner. 27'S FERS: In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver. : Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the wn below, or at such other places as may be designated by the parties from time to time. OVER: Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy at a rental of able per month, otherwise in accordance with the terms hereof, as applicable. ne is of the essence of this lease. SSIGNS, SUCCESSORS: This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties. TEASE: In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount sassessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon of paid tax bills an amount equal to _______ of the increase in taxes upon the land and building in which the leased premises are situated. In the event ses are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term uch vear her Price Index for All Urban Consumers (1967 = 100) hereinafter called the "CPI." The monthly rent shall be increased to an amount equal to the monthly in paragraph 2 multiplied by a fraction the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date and the of which is the CPI for the second calendar month preceding the commencement of the lease term. Provided, however, in no event shall the monthly rent the amount set forth in paragraph 2. FO RENEW: Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term , months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that ent shall be the sum of \$ 118 which shall be adjusted in accordance with the cost of living increase provision set forth in paragraph 29. on shall be exercised by written notice given to Lessor not less than _na ___ days prior to the expiration of the initial lease term. If notice is not given in the ided herein within the time specified, this option shall expire. ILABILITY: The term "Lessor," as used in this paragraph, shall mean only the owner of the real property or a Lessee's interest in a ground lease of 3. In the event of any transfer of such title or interest, the Lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all nd to Lesson's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Lesson or Granton at the time of such transfer ered to Grantee. Lessor's aforesaid obligations shall be binding upon Lessor's successor's and assigns only during their respective periods of ownership. IL CERTIFICATE: se shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any, and [2] acknowledging that to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer to the Premises. esor option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee [1] that , in full force and effect, without modification except as may be represented by Lessor, [2] that there are no uncured defaults in lessor's performance, and ore than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease. sor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender or purchaser designated by Lessor al statements of Lessee as may be reasonably required by such lender or purchaser. Such statements shall include the past three years' financial of Lessee. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes I AREA EXPENSES: In the event the demised premises are situated in a shopping center or in a commercial building in which there are common e agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area. Does not apply. UM: An addendum, signed by the parties, [X] is attached, [] is not attached hereto. :MENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following been made a part of this lease before the parties' execution hereof: _ iess & Boyd Realtors City of Lodi, a municipal corp. Lessae ch St., Lodi, CA 95240 Address 221 W. Pine St., Lodi, CA 95240 Phone Address · goldersepred 333-6700 Phone Lessor accepts the foregoing offer and agrees to lease the herein described premises on the terms and conditions herein specified. The Lessor agrees to tand authorizes Agent to deduct said sum from the deposit received from Tenant. This agreement shall not limit the rights of Agent provided for in any listing. which may be in effect between Owner and Agent. In the event Tenant shall purchase the property from Owner prior to the expiration of this lease, Owner ent a sales commission of __% of the sale price. The undersigned Lessor hereby acknowledges receipt of a copy hereof. DATED: & Boyd Realtors Owner's Authorized Agent Lenford Retzer Lessor

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940 Virginia Ave., Lodi, CA 95242

Lessor

ch St., Lodi, CA 95240

Address

ADDENDUM TO COMMERCIAL LEASE

PARKS & RECREATION DEPARTMENT _ ANNEX A

111 N. STOCKTON ST., LODI, CA

Paragraph 35:

It is hereby agreed that this lease agreement may be terminated by either party, with or without cause, by giving to the other party not less than six (6) months written notice of such intention to terminate.

| LENFORD | RETZER, | Owner | |
|---------|---------|-------|--|
| | | | |

CITY OF LODI, a municipal corp.

Dixon Flynn, City Manager

SCHAFFER SUESS & BOYD REALTORS, Agent

Attest:

Alice M. Reimche City Clerk

Approved as to Form:

City Attorney

RESOLUTION NO. 99-120

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING LEASE AGREEMENT FOR 111 NORTH STOCKTON STREET, UNIT A (RECREATION ANNEX)

BE IT RESOLVED, that the Lodi City Council hereby approves the renewal of Lease Agreement for 111 North Stockton Street, Unit A (Recreation Annex) with Lenford Retzer, effective September 1, 1999 and terminating August 31, 2004 at a cost of \$1,500.00 per month for the first two years and adjusted yearly thereafter based on the Consumer Price Index and written notice from the Lessor.

Dated: August 18, 1999

I hereby certify that Resolution No. 99-120 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 18, 1999, by the following vote:

AYES:

COUNCIL MEMBERS - Hitchcock, Mann, Nakanishi, Pennino

and Land (Mayor)

NOES:

COUNCIL MEMBERS - None

ABSENT:

COUNCIL MEMBERS - None

ABSTAIN:

COUNCIL MEMBERS - None

ALICE M. REIMCHE

City Clerk